

SUPPLEMENT NO. 2 dated as of December 31, 1972, among FIRST SECURITY BANK OF UTAH, N.A., a national banking association, as Trustee (hereinafter called the Trustee), and FIRST SECURITY STATE BANK, a state banking corporation organized under the laws of the State of Utah, as Owner-Trustee pursuant to an Owner Trust Agreement No. 3 dated as of November 1, 1972, with FIRST SECURITY BANK OF IDAHO, N.A., and FIRST SECURITY LEASING COMPANY (hereinafter called the Company) and CANADIAN NATIONAL RAILWAY COMPANY (hereinafter called the Lessee).

6846-1  
RECORDATION NO. \_\_\_\_\_ Filed & Recorded

MAR 9 1973 -1 05 PM

INTERSTATE COMMERCE COMMISSION

WHEREAS The Trustee and the Company have entered into an Equipment Trust Agreement No. 3 dated as of November 1, 1972 (hereinafter called the Equipment Trust Agreement), covering the sale, assignment and transfer to the Trustee of title to the railroad equipment described in Schedule I thereto (hereinafter called the Equipment or the Units);

WHEREAS the Company and the Lessee have entered into a Lease of Railroad Equipment No. 3 dated as of November 1, 1972 (hereinafter called the Lease), leasing the above-mentioned Units;

WHEREAS the Company, the Trustee and the Lessee have entered into a Supplement No. 1 dated as of December 31, 1972 (hereinafter called the Supplement), amending the Equipment Trust Agreement and the Lease; and

WHEREAS the parties hereto now desire to further amend the Equipment Trust Agreement, the Lease and the Supplement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Schedule I of the Equipment Trust Agreement is hereby amended to add the Equipment described in Schedule I hereto.

2. Schedule I of the Lease is amended to add the Units described in Schedule II hereto.

3. Schedules I and II to the Supplement are hereby amended to add the Equipment described in Schedules I and II hereto.

4. The Company will promptly cause this Supplement No. 2 to be filed, recorded and deposited in like manner as the Equipment Trust Agreement, the Lease and the Supplement.

5. Except as amended hereby, the Equipment Trust Agreement and the Lease shall remain unaltered and in full force and effect.

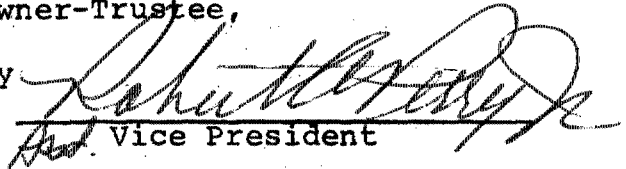
6. This Supplement No. 2 may be executed in

counterparts, and it shall not be necessary for each party to execute the same counterpart so long as each party shall execute one counterpart which shall be delivered to the other parties hereto, provided, however, that the counterpart delivered to the Trustee shall be deemed to be the original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

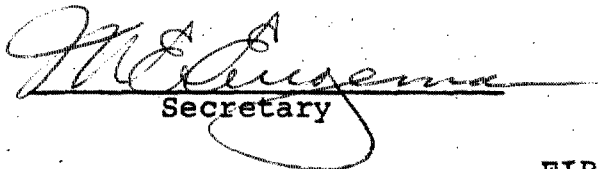
FIRST SECURITY STATE BANK,  
Owner-Trustee,

by

  
Vice President

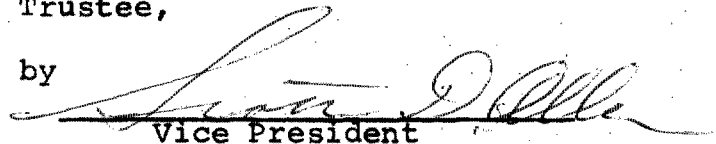
[Corporate Seal]

Attest:

  
Secretary

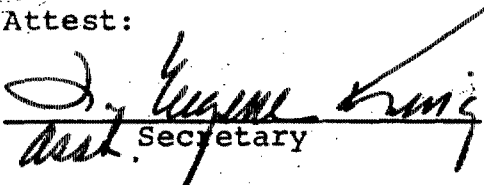
FIRST SECURITY BANK OF UTAH, N.A.,  
Trustee,

by

  
Vice President

[Corporate Seal]

Attest:

  
Secretary

CANADIAN NATIONAL RAILWAY COMPANY,

by

Vice President

[Corporate Seal]

Attest:

Secretary

STATE OF UTAH,                    )  
                                      ) ss.:  
COUNTY OF SALT LAKE,        )

On this 5<sup>th</sup> day of March 1973, before me  
personally appeared Scott D. Allen

, to me  
personally known, who, being by me duly sworn, says that he  
is an Authorized Officer of First Security Bank of Utah, N.A.,  
that one of the seals affixed to the foregoing instrument is  
the corporate seal of said national banking association, that  
said instrument was signed and sealed on behalf of said  
national banking association by authority of its By-laws, and  
he acknowledged that the execution of the foregoing instrument  
was the free act and deed of said national banking association.  
My commission expires

Anna C. Jackson  
Notary Public

[NOTARIAL SEAL]

STATE OF UTAH, )  
 ) ss.:  
COUNTY OF SALT LAKE, )

On this 5<sup>th</sup> day of March 1973, before me  
personally appeared Robert A. Perry, Jr.

to me personally known, who, being by me duly sworn, says that he is *Asst. Vice President* of FIRST SECURITY STATE BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of the said banking corporation, that said instrument was signed and sealed on behalf of said banking corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said banking corporation.

My commission expires

3-31-76

Aura C. Jackson  
Notary Public

[NOTARIAL SEAL]



SCHEDULE I--Equipment Trust Agreement No. 3

Group D Equipment

<u>Quantity</u>	<u>Type and Specifications</u>	<u>Cost</u>	<u>Identifying Numbers (both inclusive)</u>
50	52'8" 100-ton box cars, 10' sliding doors	\$1,004,356.00 (Canadian)	CN415000- CN415049
75	52'8" 70-ton box cars, 18' double doors	1,479,798.00 (Canadian)	CN557362. and CN557363 CN557367 to CN557439
	<u>Total Cost:</u>	\$2,484,154.00 (Canadian)	



SCHEDULE II--Lease No. 3


Group D Units

<u>Quantity</u>	<u>Type and Specifications</u>	<u>Cost</u>	<u>Identifying Numbers (both inclusive)</u>
50	52'8" 100-ton box cars, 10' sliding doors	\$1,004,356.00 (Canadian)	CN415000- CN415049
75	52'8" 70-ton box cars, 18' double doors	<u>1,479,798.00</u> (Canadian)	CN557362 and CN557363 CN557367 to CN557439
	<u>Total:</u>	\$2,484,154.00 (Canadian)	

SUPPLEMENT NO. 2 dated as of December 31, 1972, among FIRST SECURITY BANK OF UTAH, N.A., a national banking association, as Trustee (hereinafter called the Trustee), and FIRST SECURITY STATE BANK, a state banking corporation organized under the laws of the State of Utah, as Owner-Trustee pursuant to an Owner Trust Agreement No. 3 dated as of November 1, 1972, with FIRST SECURITY BANK OF IDAHO, N.A., and FIRST SECURITY LEASING COMPANY (hereinafter called the Company) and CANADIAN NATIONAL RAILWAY COMPANY (hereinafter called the Lessee).

WHEREAS The Trustee and the Company have entered into an Equipment Trust Agreement No. 3 dated as of November 1, 1972 (hereinafter called the Equipment Trust Agreement), covering the sale, assignment and transfer to the Trustee of title to the railroad equipment described in Schedule I thereto (hereinafter called the Equipment or the Units);


WHEREAS the Company and the Lessee have entered into a Lease of Railroad Equipment No. 3 dated as of November 1, 1972 (hereinafter called the Lease), leasing the above-mentioned Units;



WHEREAS the Company, the Trustee and the Lessee have entered into a Supplement No. 1 dated as of December 31, 1972 (hereinafter called the Supplement), amending the Equipment Trust Agreement and the Lease; and

WHEREAS the parties hereto now desire to further amend the Equipment Trust Agreement, the Lease and the Supplement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Schedule I of the Equipment Trust Agreement is hereby amended to add the Equipment described in Schedule I hereto.
  2. Schedule I of the Lease is amended to add the Units described in Schedule II hereto.
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  4. The Company will promptly cause this Supplement No. 2 to be filed, recorded and deposited in like manner as the Equipment Trust Agreement, the Lease and the Supplement.
  5. Except as amended hereby, the Equipment Trust Agreement and the Lease shall remain unaltered and in full force and effect.
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IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

FIRST SECURITY STATE BANK,  
Owner-Trustee,

by

[Corporate Seal]

\_\_\_\_\_  
Vice President

Attest:

\_\_\_\_\_  
Secretary

FIRST SECURITY BANK OF UTAH, N.A.,  
Trustee,

by

[Corporate Seal]

\_\_\_\_\_  
Vice President

Attest:

\_\_\_\_\_  
Secretary

CANADIAN NATIONAL RAILWAY COMPANY,

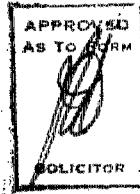
by

W. H. Bailey  
Vice President

[Corporate Seal]

Attest:

A. G. Fuller  
ASSISTANT Secretary



STATE OF UTAH, )  
 ) ss.:  
COUNTY OF SALT LAKE, )

On this day of 1973, before me  
personally appeared

personally known, who, being by me duly sworn, says that he is an Authorized Officer of First Security Bank of Utah, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association. My commission expires

Notary Public

[NOTARIAL SEAL]

STATE OF UTAH, )  
 ) ss.:  
COUNTY OF SALT LAKE, )

On this                      day of                      1973, before me  
personally appeared

personally known, who, being by me duly sworn, says that he is of FIRST SECURITY STATE BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of the said banking corporation, that said instrument was signed and sealed on behalf of said banking corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said banking corporation.

My commission expires

Notary Public

[NOTARIAL SEAL]

CITY OF MONTREAL, )

corporation.

~~Notary Public~~

Exp. res


Detint - Montreal  
June 15 1977



SCHEDULE I--Equipment Trust Agreement No. 3

Group D Equipment

<u>Quantity</u>	<u>Type and Specifications</u>	<u>Cost</u>	<u>Identifying Numbers (both inclusive)</u>
50	52'8" 100-ton box cars, 10' sliding doors	\$1,004,356.00 (Canadian)	CN415000- CN415049
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<u>Total Cost:</u>		\$2,484,154.00 (Canadian)	



SCHEDULE II--Lease No. 3

Group D Units

<u>Quantity</u>	<u>Type and Specifications</u>	<u>Cost</u>	<u>Identifying Numbers (both inclusive)</u>
50	52'8" 100-ton box cars, 10' sliding doors	\$1,004,356.00 (Canadian)	CN415000- CN415049
75	52'8" 70-ton box cars, 18' double doors	<u>1,479,798.00</u> (Canadian)	CN557362 and CN557363 CN557367 to CN557439
<u>Total:</u>		\$2,484,154.00 (Canadian)	